



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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August 18, 2015

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

21 August 18, 2015

Dear Supervisors:


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**AWARD SERVICES CONTRACT FOR AS-NEEDED AUTOMATED PAVEMENT
EVALUATION FOR NORTH COUNTY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to award a services contract for as-needed automated pavement evaluation in the northern portion of Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for As-Needed Automated Pavement Evaluation for North County to Stantec Consulting Services Inc. The contract sum for the initial 3-year term is \$263,535; the sum for the first optional 3-year term is \$282,500; the sum for the second optional 3-year term is \$302,500; the sum for the third and last optional 3-year term is for \$324,500; and a month-to-month extension up to 6 months is for \$305,000. The contract sum for each term also includes \$19,500 for additional as-needed services. This contract will be for a term of 3 years commencing upon the Board's approval or execution by

both parties, whichever occurs last, with three 3-year renewal options and a month-to-month extension up to 6 months with a maximum potential contract sum of \$1,478,035.

3. Authorize the Director of Public Works or her designee to increase the contract amount up to an additional 10 percent of each contract term for unforeseen, additional work within the scope of the contract, if required; and to adjust the contract sum for each contract term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.
4. Authorize the Director of Public Works or her designee to execute the contract; to renew this contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, Stantec Consulting Services Inc. has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide triennial and as-needed automated pavement condition data collection for approximately 775 miles of major and secondary roads and 510 miles of local roads in the northern portion of Los Angeles County. These services shall be performed one time during the first 180 calendar days of each contract term, if exercised. Additional as-needed services may be performed at various locations throughout the County. The County has recognized the need for accurate and up-to-date data in its pavement management system to develop and successfully implement a proactive approach in the rehabilitation, reconstruction, and maintenance of the County's road network.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for the total aggregate amount of \$1,478,035 for the entire contract period, which includes \$78,000 for additional as-needed services plus 10 percent of each contract term for unforeseen, additional work within the scope of the contract. The sum for the initial contract term is for \$263,535; the sum for the first optional term is \$282,500; the sum for the second optional term is \$302,500; the sum for the third and last optional term is \$324,500; and a month-to-month extension up to 6 months is \$305,000. This amount is based on each contract term's proposed price quoted by the contractor and our estimated annual utilization of the contractor's services.

Public Works successfully negotiated with the contractor to reduce their overall contract rate from \$1,196,100 to \$1,114,535 at a cost savings of 7 percent for an estimated savings of \$81,565 without adding extension years or reducing service.

Funding for this service is included in the Proposition C Local Return Fund and Road Fund Fiscal Year 2015-16 Budgets. Funds to finance the contract's optional terms and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Stantec Consulting Services Inc. located in Tonawanda, New York. This contract will commence upon the Board's approval and execution by both parties, whichever occurs last, for a period of 3 years. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for three 3-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 12-1/2 years (150 months).

The contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Stantec Consulting Services Inc. was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Interim Chief Executive Officer's and the Board's requirements.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations.

The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on March 2, 2015, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved on January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service involves inspection of roadways and collection of data and is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 and 15306 of the CEQA Guidelines. In addition, the project is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the project records.

CONTRACTING PROCESS

On March 3, 2015, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B). Also, Public Works informed 1,226 entities consisting of local small business enterprises, independent contractors, and community business enterprises about this business opportunity.

On April 1, 2015, four proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified due to failure to comply with the RFP's minimum mandatory requirements. The remaining three proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, and responsible proposer, Stantec Consulting Services Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors
August 18, 2015
Page 6

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works,
Architectural Engineering Division.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Gail Farber".

GAIL FARBER
Director of Public Works

GF:JQ:so

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office

AGREEMENT FOR
AS-NEEDED AUTOMATED PAVEMENT EVALUATION FOR
NORTH COUNTY (2015-AN008)

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and STANTEC CONSULTING SERVICES INC. a New York corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 1, 2015, hereby agrees to provide services as described in this Contract for As-Needed Automated Pavement Evaluation for North County (2015-AN008).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, North County Automated Data Collection Road Section List; Exhibit H, Major/Secondary Roads and Local Roads Key Map; Exhibit I, Sample of "LoadMatrix" Data; Exhibit J, County's Pavement Distress Survey Manual; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$263,535 for the initial three-year contract term, \$282,500 for the first three-year renewal option; \$302,500 for the second three-year renewal option; and \$324,500 for the third and last three-year renewal option, which includes \$19,500 for the as-needed services in each contract term in accordance with the contract or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of three years commencing upon the Board's approval and execution between both parties, whichever occurs last. The County shall have the sole option to renew this Contract term for up to three additional three-year periods and six month-to-month extensions for a maximum total Contract term of 12-1/2 years (150 months). Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each

term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full three-year term, this Contract may be renewed on a month-to-month basis upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508.

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2.1 (Schedule of Prices) annually based on the increase or decrease in the

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms, and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through J, inclusive, the COUNTY'S provisions shall control and be binding.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY WICKHAM
Interim County Counsel

By _____
Deputy

STANTEC CONSULTING SERVICES
INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information**Bid Number :** PW-ASD942**Bid Title :** As-Needed Automated Pavement Evaluation for North County (2015-AN008)**Bid Type :** Service**Department :** Public Works**Commodity :** PAVEMENT TESTING AND DATA COLLECTION EQUIPMENT**Open Date :** 3/2/2015**Closing Date :** 4/1/2015 5:30 PM**Bid Amount :** \$ 1,342,036**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for As-Needed Automated Pavement Evaluation for North County (2015-AN008). This contract has been designed to have a potential maximum contract term of 12 years consisting of an initial 3-year term and three potential additional 3 year option renewals. The total contract amount of this service, including all option years, is estimated to be \$1,342,036. The Request for Proposals (RFP) with contract specifications, forms, and, instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Janet Lee at (626) 458 7167, jalee@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Subcontractors are not allowed for these services.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer must have at least five years of experience, within the last five years, in collecting pavement performance data for clients across North America using the following standards:

- American Society for Testing and Materials (ASTM) D 6433-11, Standard Practice for Roads and Parking Lots Pavement Conditions Index Surveys.
- ASTM E 1703E/1703M-95, Standard Test Method for Measuring Rut Depth of Pavement Surface Using a Straightedge.
- ASTM E950/ E950-95, Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference, and in accordance with the specifications of the International Roughness Index.

2. Proposer's project manager must have a minimum of five years of experience performing automated pavement evaluation of the type of service solicited.

A Proposers' Conference will be held on Tuesday, March 17, 2015, at 8:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Wednesday, April 1, 2015, at 5:30 p.m. Please direct your questions to Ms. Lee at the number listed on the previous page.

Contact Name : Ms. Janet Lee**Contact Phone# :** (626) 458-7167**Contact Email :** jalee@dpw.lacounty.gov**Last Changed On :** 3/3/2015 8:43:06 AM

[Back to Last Window](#)